

EXHIBIT 1

Insurance Requirements for Rental of Facilities

INSURANCE REQUIREMENTS

Renter shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, their guests, agents, representative, employees, or subcontractors.

Minimum Limits of Insurance: The group or organization renting city facilities shall maintain limits no less than:

General Liability

- General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- Any version of the GC 20 11 endorsement is acceptable.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this event/location or the general aggregate limit shall be twice the required occurrence limit.
- General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**
"City of Manteca, its officers, officials, employees, agents, and volunteers".

Automobile Liability

If the vehicles are brought onto park facilities, the group or organization using city facilities shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:
"City of Manteca, its officers, officials, employees, agents, and volunteers".

Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of the activities performed by or on behalf of the Insured (applicant); products and completed operations of the applicant; premises owned, occupied or used by the applicant; or automobiles owned, leased, hired or borrowed by the applicant. The coverage shall contain no special limitations on the scope of protection afforded the City, its officers, officials, employees, agents, or volunteers.
2. For any claims related to this event, the applicant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the applicant's insurance and shall not contribute with it.
3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

Verification of Coverage

Applicant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City (copies attached). All endorsements are to be received and approved by the City before the date of the event. As an alternative to the City's forms, the applicant's insurer may provide complete, certified copies of all required insurance policies including endorsements effecting coverage required by these specifications.

LIQUOR LIABILITY

If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If renter intends to sell alcohol either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

HOMEOWNERS INSURANCE

In some cases the Renter's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Renter should provide these requirements to his or her agent to confirm and provide verification to the City of Manteca.